

1 ROBERT W. FREEMAN
Nevada Bar No. 3062
2 PAMELA L. MCGAHA
Nevada Bar No. 8181
3 LEWIS BRISBOIS BISGAARD & SMITH LLP
6385 S. Rainbow Boulevard, Suite 600
4 Las Vegas, Nevada 89118
702.893.3383
5 FAX: 702.893.3789
Attorneys for Defendant
6 American Family Mutual Insurance Company

7 UNITED STATES DISTRICT COURT
8 DISTRICT OF NEVADA

9 ***

10 ANDREW CORDOVA,
11 Plaintiff,
12 vs.

13 AMERICAN FAMILY MUTUAL
INSURANCE COMPANY, DOE
14 INDIVIDUALS I-X AND ROE
CORPORATINS I-X, inclusive,
15 Defendants.
16

CASE NO:

**PETITION FOR REMOVAL UNDER 28
U.S.C. § 1441 (B)**

(Diversity Jurisdiction)

17 Pursuant to 28 U.S.C. § 1441 (b), Defendant American Family Mutual Insurance Company
18 (“American Family”) files this Petition for Removal of Clark County District Court Case No. A-
19 13-682107-C, styled Andrew Cordova v. American Family Mutual Insurance Company and states
20 as follows:

21 1. On May 20, 2013, an action was commenced in the Eighth Judicial District Court,
22 Clark County, State of Nevada, entitled Andrew Cordova v. American Family Mutual Insurance
23 Company, Case No. A-13-682107-C, (“State Court Action”). Copies of the Complaint (“State
24 Court Complaint”), Summons and Proof of Service are attached hereto and marked respectively as
25 Exhibits A, B, and C, respectively, constituting all of the papers and pleadings served on
26 Defendant American Family.
27
28

1 2. Service of the Summons and Complaint upon Defendant American Family was
2 made by service upon the Insurance Commissioner on May 24, 2013.

3 3. This action is a civil action of which this Court has original jurisdiction under
4 28 U.S.C. § 1332, and is one which may be removed to this Court by Defendant American Family
5 pursuant to the provisions of 28 U.S.C. § 1441 (b) in that it is a civil action between citizens of
6 different states and the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest
7 and costs.

8 4. Venue is appropriate in the unofficial Southern District of the Court
9 pursuant to 28 U.S.C. §§ 1393 (b)(2) and (c), 1441 (a); and LR IA6-1.

10 5. In the State Court Action, the matter in controversy exceeds the sum of
11 \$75,000.00, exclusive of interest and costs. The Complaint in this action alleges breach of
12 contract, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing
13 (bad faith), and allegations of unfair practices governed by NRS 686A.020, NRS 686A.310(1) and
14 (2), as it relates to Plaintiff's underinsured motorist insurance ("UIM") coverage. Upon
15 information and belief Plaintiff alleges bodily injury as a result of the subject accident and alleges
16 his claim warrants full payment of his \$100,000 UIM policy limits.

17 Plaintiff's Complaint seeks recovery of his UIM insurance policy limits of \$100,000, and
18 also seeks extra-contractual damages related to alleged violations by American Family of
19 Nevada's Unfair Claims Practices Act, and acts by American Family which allegedly constitute a
20 breach of the covenant of good faith and fair dealing (bad faith). Plaintiff alleges actions by
21 American Family were done without a reasonable basis and in bad faith, which entitles Plaintiff to
22 punitive damages. Plaintiff prays for general and special damages related to past, and future
23 personal, medical and related expenses. Plaintiff also prays for exemplary and punitive damages.
24 Plaintiff prays for attorney fees and costs, and for pre-judgment interest. As such, it is apparent
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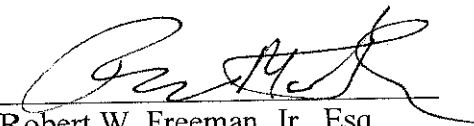
1 from the type of damages alleged in the Complaint that the amount in controversy exceeds the
2 jurisdictional requirement of this Court.

3 6. Defendant American Family is informed and believes that Plaintiff was, at the time
4 of filing of the State Court Action, and still is, a resident of Clark County, State of Nevada.
5 American Family was at the time of the filing of the State Court Action, and still is, incorporated
6 under the laws of the State of Wisconsin and has its principal place of business in the State of
7 Wisconsin.
8 Wisconsin.

9 7. Based on the foregoing, Defendant American Family respectfully submits that (a)
10 there is diversity of citizenship between Plaintiff and Defendant American Family, and (b) the
11 amount in controversy exceeds \$75,000.00. This action is, therefore properly removed to the
12 United States District Court for the District of Nevada.

13 DATED this 24 day of June , 2013.

14 LEWIS BRISBOIS BISGAARD & SMITH LLP

15 

16 Robert W. Freeman, Jr., Esq.

17 Nevada Bar No. 3062

18 Pamela L. McGaha, Esq.

19 Nevada Bar No. 8181

20 6385 S. Rainbow Blvd., Suite 600

21 Attorney for Defendant

22 American Family Mutual Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 24 day of June, 2013, I electronically filed the
PETITION FOR REMOVAL UNDER 28 U.S.C. § 1441 (B) (Diversity Jurisdiction) with the
Clerk of the Court through Case Management/Electronic Filing System.

Andrew M. Leavitt, Esq.
LAW OFFICES OF ANDREW M. LEAVITT
633 South Seventh Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

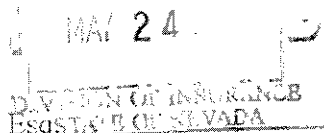


Employee of LEWIS BRISBOIS
BISGAARD & SMITH LLP

PETITION FOR REMOVAL UNDER 28 U.S.C. § 1441 (B)
(Diversity Jurisdiction)

Exhibit “A”

1 ANDREW M. LEAVITT, ESQ.
2 Nevada Bar #3989
3 Law Office of Andrew M. Leavitt, Esq.
4 633 South Seventh Street
5 Las Vegas, Nevada 89101
6 (702) 382-2800



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Alvin D. L...
CLERK OF THE COURT

Attorney for Plaintiff,
ANDREW CORDOVA

DISTRICT COURT
CLARK COUNTY, NEVADA

ANDREW CORDOVA,
Plaintiff,

vs.

AMERICAN FAMILY MUTUAL INSURANCE
COMPANY, DOE INDIVIDUALS I-X and
ROE CORPORATIONS I-X, inclusive

Defendants,

CASE NO.: A - 13 - 682107 - C
DEPT. NO.: XXXII

Arbitration Exemption
Claimed:
Amount at issue
In excess of \$50,000.00

COMPLAINT

COMES NOW, the above-named Plaintiff, ANDREW CORDOVA, by
and through his undersigned attorney, ANDREW M. LEAVITT, ESQ., and hereby
complains against the above-named Defendants as follows:

FIRST CAUSE OF ACTION

(BREACH OF CONTRACT)

1.

That at all times relevant hereto, the Plaintiff, ANDREW CORDOVA
(hereinafter referred to as ANDREW CORDOVA), was a resident of the City of
Las Vegas, County of Clark, State of Nevada.

2.

That at all times relevant herein, the Defendant, AMERICAN FAMILY MUTUAL INSURANCE COMPANY, hereinafter referred to as "AMERICAN FAMILY", was a foreign corporation duly licensed to conduct business in the State of Nevada, County of Clark who issued to the Plaintiff a policy of automobile insurance which afforded, among other coverage, uninsured/underinsured motorist protection to the Plaintiff.

3.

That the true names and capacities, whether individual, corporate, co-partnership, associate or otherwise, of DOE individuals I-X and ROE corporations I-X are responsible in some manner for the events and happenings referred to herein and caused the injuries and damages suffered by the Plaintiff alleged below. Legal responsibility of said DOE individuals I-X and ROE corporations I-X arises out of, but is not limited to their status as owners and/or their legal responsibility to the Plaintiff for the events and happenings referred to herein and caused the injuries and damages suffered by the Plaintiff as alleged below. The Plaintiff would request leave of Court to amend this Complaint to insert the true names and capacities of said Defendants, when the same have been ascertained, to join said Defendants in this action and insert the appropriate charges and allegations.

4.

That on July 31, 2012, the Plaintiff, ANDREW CORDOVA, while operating his motor vehicle was struck by James Been in the City of Las Vegas, County of Clark, State of Nevada.

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5.

That on July 31, 2012, James Been had a duty to operate his vehicle in a safe and reasonable manner and this duty was breached when he negligently and carelessly caused his vehicle to collide with the Plaintiff, ANDREW CORDOVA's vehicle.

6.

That as a direct and proximate result of the negligence and carelessness of James Been, the Plaintiff, ANDREW CORDOVA, was injured and prevented from participating in his normal activities and will be deprived from attending to his usual activities in the future and said injuries have disabled him as well as damaged him as follows:

A. Past and future doctor, hospital and medical bills in an amount not yet determined.

B. Past and future loss of earnings and impaired earning capacity in an amount not yet determined.

C. Past and future pain and suffering, emotional distress, disability, and other general damages in an amount not yet determined.

All of the foregoing items of damages together amount to a sum in excess of \$10,000.00.

7.

That James Been was underinsured at the time of this accident and does not have the ability to adequately compensate the Plaintiff, ANDREW CORDOVA for the injuries which he negligently caused. That prior to July 31, 2012, the Defendant, AMERICAN FAMILY, issued a contract of insurance, with a named insured of ANDREW CORDOVA, which provided for underinsured motorist

1 coverage for the Plaintiff, ANDREW CORDOVA, and under which the Plaintiff,
2 ANDREW CORDOVA, was a beneficiary and recipient of payments thereof.

3
4 8.

5 That on July 31, 2012, the Plaintiff, ANDREW CORDOVA, suffered a
6 loss compensatable under the terms of said contract of insurance.

7 9.

8 That the Plaintiff has timely made premium payments and complied with
9 all of the terms and conditions precedent of his policy of insurance with the
10 Defendant, AMERICAN FAMILY.

11 10.

12 That the Plaintiff has complied with all statutory requirements and has
13 presented a claim against the Defendant, AMERICAN FAMILY for underinsured
14 motorist benefits.

15 11.

16 That the Defendant, AMERICAN FAMILY, has wrongfully failed and
17 refused and continues to fail and refuse to properly and reasonably compensate the
18 Plaintiff, ANDREW CORDOVA, under the said underinsured motorist benefits
19 claim which is justly due and owing to the Plaintiff, all in breach of the policy set
20 forth above.

21 12.

22 As a result of said breach and refusal to pay full benefits under the policy
23 and/or policies, the Plaintiff has suffered damages in excess of \$10,000.00 together
24 with interest thereon at the legal rate from the date that payment should have been
25 made under the terms of the policy.

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13.

As a result of said breach, the Plaintiff has been required to retain the services of an attorney to prosecute this action and the Plaintiff is entitled to reasonable attorney fees, costs and interest.

SECOND CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)

14.

Plaintiff hereby repeats and re-alleges paragraphs 1 through 13 and all other paragraphs herein inclusive as though fully set forth herein.

15.

That at all times mentioned herein, the Defendant, AMERICAN FAMILY, owed a fiduciary duty to the Plaintiff, ANDREW CORDOVA.

16.

That the Plaintiff, ANDREW CORDOVA had the right to expect trust and confidence and the integrity and fidelity of AMERICAN FAMILY.

17.

That the Defendant, AMERICAN FAMILY, breached that duty.

18.

That the Plaintiff, ANDREW CORDOVA sustained damages in excess of \$10,000.00 as a proximate cause of said breach.

19.

That the Plaintiff, ANDREW CORDOVA is entitled to punitive damages as a result of said breach, compensatory damages, and incidental damages to be proven at trial.

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20.

That as a result of said breach, the Plaintiff, ANDREW CORDOVA, has been required to retain the services of an attorney to prosecute this action and is, therefore, entitled to an award of reasonable attorney fees, costs and interest.

THIRD CAUSE OF ACTION

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

21.

That the above-named Plaintiff hereby repeats and re-alleges paragraphs 1 through 20 and all other paragraphs herein as though fully set forth herein.

22.

That the Plaintiff and the Defendant are parties to a contract as set forth above.

23.

That every contract imposes upon the contracting parties the duties of good faith and fair dealing.

24.

That the Defendant, AMERICAN FAMILY, owed a duty of good faith and fair dealing to the Plaintiff, ANDREW CORDOVA.

25.

That the Defendant, AMERICAN FAMILY, breached that duty by performing in a manner that is unfaithful for purposes of the contract, namely, refusing to effectuate a prompt, fair and equitable settlement of the Plaintiff, ANDREW CORDOVA'S Claim, intentionally under valuing the Plaintiff,

1 ANDREW CORDOVA'S injuries, delaying the process of this claim and refusing
2 to act in good faith with the Plaintiff, ANDREW CORDOVA.
3

4 26.

5 That the Defendant, AMERICAN FAMILY, breached their duty by
6 performing in a manner that is unfaithful for purpose of the contract.
7

8 27.

9 That the Plaintiff, ANDREW CORDOVA'S justified expectations that the
10 Defendant, AMERICAN FAMILY, would act in good faith and deal fairly with him
11 were denied.

12 28.

13 That the Defendant, AMERICAN FAMILY, failed to act in good faith and
14 breached the covenant of good faith and fair dealing by refusing, without proper
15 cause, to properly compensate the Plaintiff, ANDREW CORDOVA, for a loss
16 covered by the policy.
17

18 29.

19 That at all times relevant herein, the Defendant, AMERICAN FAMILY,
20 was aware of the absence of any reasonable basis for denying the Plaintiff,
21 ANDREW CORDOVA'S claim under the policy of insurance.
22

23 30.

24 That an award above ordinary contract damages is necessary in this case to
25 make the weaker, trusting party, ANDREW CORDOVA, whole and to fully punish
26 the Defendant, AMERICAN FAMILY company for its misdeeds. As a result, the
27 Plaintiff, ANDREW CORDOVA is entitled to punitive damages in an amount to be
28 determined at the time of trial.

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31.

That at all times relevant herein, the Defendant, AMERICAN FAMILY, was guilty of oppression, fraud, malice and failed to act in good faith.

32.

That the above named Plaintiff has been required to retain the services of an attorney to prosecute this action and is therefore entitled to an award of attorney fees.

FOURTH CAUSE OF ACTION

(UNFAIR PRACTICES)

33.

That the above-named Plaintiff hereby repeats and re-alleges paragraphs 1 through 32 and all other paragraphs stated herein as though fully set forth herein.

34.

The Defendant, AMERICAN FAMILY, has violated NRS 686A.020; and NRS 686A.310(1)(b); (e); (f); (g); (n); NRS 686A.310(2), which are incorporated herein by reference.

35.

That at all times relevant herein, the Defendant, AMERICAN FAMILY, failed to acknowledge and act reasonably promptly upon communications with respect to the claim in this case.

36.

That at all times relevant herein, the Defendant, AMERICAN FAMILY, failed to effectuate a prompt, fair and equitable settlement of the claim which is the subject of this case, thereby compelling the Plaintiff to instigate litigation to recover sums due under the policy.

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3 37.

4 That as a result of the Defendant, AMERICAN FAMILY 'S intentional
5 actions, the Plaintiff, ANDREW CORDOVA, has been compelled to institute
6 litigation to recover amounts due under the insurance policy.

7
8 38.

9 That at all times relevant herein, the Defendant, AMERICAN FAMILY
10 engaged in unfair practices as set forth above.

11 39.

12 That as a proximate cause of said wrongful refusal to effectuate a prompt,
13 fair and equitable settlement of the Plaintiff's claim under the policy, the Plaintiff
14 has suffered damages in excess of \$10,000.00, together with interest thereon, at the
15 legal rate from the date the payment should have been made under the terms of the
16 policy.

17
18 40.

19 That the aforesaid mentioned acts of the Defendant, AMERICAN
20 FAMILY, were intentional, willful, oppressive and malicious and that the
21 Defendant's conduct was intended to cause injury to the Plaintiff, ANDREW
22 CORDOVA and/or was carried on with conscious disregard for the rights of the
23 Plaintiff, thereby warranting the assessment of exemplary and punitive damages
24 against the Defendant in a sum in excess of \$10,000.00.

25
26 41.

27 That the above named Plaintiff has been required to retain the services of
28 an attorney to prosecute this action and is therefore entitled to an award of attorney
fees.

1
2 WHEREFORE, the above-named Plaintiff prays for judgment as follows:

3 1. For general and special damages in an amount in excess of
4 \$10,000.00;

5
6 2. For past, and future personal, medical, and related expenses in an
7 amount in excess of \$10,000.00;

8 3. For exemplary and punitive damages in an amount in excess of
9 \$10,000.00;

10 4. For costs of suit incurred herein;


11 5. For reasonable attorney fees and costs;

12 6. For pre-judgment interest pursuant to Nevada Law; and

13 7. For such other further relief as is just and proper in the
14 premises and as the Court may deem just.
15

16 DATED this 15 day of May, 2013.

17 Law Office of
18 ANDREW M. LEAVITT, ESQ.

19 
20 ANDREW M. LEAVITT, ESQ.
21 Nevada Bar # 3989
22 633 South Seventh Street
23 Las Vegas, Nevada 89101
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PETITION FOR REMOVAL UNDER 28 U.S.C. § 1441 (B)
(Diversity Jurisdiction)

Exhibit “B”

ANDREW M. LEAVITT, ESQ.
Nevada Bar #3989
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, Nevada 89101
(702) 382-2800
Attorney for Plaintiff,

ANDREW CORDOVA

DISTRICT COURT
CLARK COUNTY, NEVADA

ANDREW CORDOVA,

Plaintiff,

vs.

AMERICAN FAMILY MUTUAL INSURANCE
COMPANY, DOE INDIVIDUALS I-X, inclusive, and
ROE CORPORATIONS I-X, inclusive,

Defendants.

CASE NO.: A-13-682107-C
DEPT. NO.: XXIII

SUMMONS

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT BEING HEARD
UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

- a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
- b. Serve a copy of your response upon the attorney whose name and address is shown below

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivision, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint.


Issued at the direction of:



ANDREW M. LEAVITT, ESQ.
633 S. 7th Street
Las Vegas, NV 89101
(702) 382-2800
Attorney for Plaintiffs

CLERK OF THE COURT

By:


Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

Date

NOTE: When service is by publication, add brief statement of the object of the action.
See Rules of Civil Procedure 4(b).

STATE OF _____)
)ss:
 COUNTY OF _____)

AFFIDAVIT OF SERVICE

_____, being duly sworn, says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party nor interested in the proceeding in which this affidavit is made. That affiant received _____ copy(ies) of the Summons and Complaint,

_____ on the _____ day of _____, 20__ and served the same on the _____ day of _____, 20__ by:

(Affiant must complete the appropriate paragraph)

1. Delivering and leaving a copy with the Defendant _____ at (state address) _____.

2. Serving the Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at: (state address) _____.

(Use paragraph 3 for service upon agent, completing A or B)

3. Serving the Defendant _____ by personally delivering and leaving a copy at (state address) _____.

a. With _____ as _____, an agent lawfully designated by statute to accept service of process:

b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (Check appropriate method):

_____ Ordinary mail
 _____ Certified mail, return receipt requested
 _____ Registered mail, return receipt requested

addressed to the Defendant _____ at Defendant's last known address which is (state address) _____.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

Notary Public in and for the
 County of _____
 State of _____.

My commission expires: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRUCE H. BRESLOW
Director

SCOTT J. KIPPER
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE
2501 East Sahara Avenue, Suite 302
Las Vegas, Nevada 89104-4137
(702) 486-4009 • Fax (702) 486-4007
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

May 24, 2013

Andrew M. Leavitt, Esq.
Law Office of Andrew M. Leavitt, Esq.
633 South Seventh Street
Las Vegas, NV 89101

RE: Andrew Cordova vs. American Family Mutual Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-13-682107-C

Dear Mr. Leavitt:

The Division received the service of process documents on May 24, 2013 regarding the above-entitled matter. Service has been completed on defendant American Family Mutual Insurance Company this date and enclosed are the following:

1. A copy of our letter to American Family Mutual Insurance Company dated May 24, 2013
2. A certified copy of the Proof of Service dated May 24, 2013; and
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

SCOTT J. KIPPER
Commissioner of Insurance

By:

A handwritten signature in cursive script, appearing to read "Rhonda Kelly", is written over a horizontal line.
RHONDA KELLY
Service of Process Clerk

Enclosures

c: American Family Mutual Insurance Company

PETITION FOR REMOVAL UNDER 28 U.S.C. § 1441 (B)
(Diversity Jurisdiction)

Exhibit “C”


PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

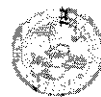
American Family Mutual Insurance Company
Attn: David C. Holman
6000 American Pkwy.
Madison, WI 53783-0001
CERTIFIED MAIL NO. 7012 3460 0001 6398 3267

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 24th day of May, 2013.


RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Andrew Cordova vs. American Family Mutual Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-13-682107-C



State of Nevada, Division of Insurance
This document on which this certificate
is stamped is a full, true and correct
copy of the original

Date: 5/24/13 By: 

185 - 000613

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRUCE H. BRESLOW
Director

SCOTT J. KIPPER
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

2501 East Sahara Avenue, Suite 302
Las Vegas, Nevada 891044137
(702) 486-4009 • Fax (702) 486-4007
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

May 24, 2013

American Family Mutual Insurance Company
Attn: David C. Holman
6000 American Pkwy.
Madison, WI 53783-0001

RE: Andrew Cordova vs. American Family Mutual Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-13-682107-C

Dear Mr. Holman:

Enclosed please find the following documents: Summons and Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on May 24, 2013.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

SCOTT J. KIPPER
Commissioner of Insurance

By: Rhonda Kelly
RHONDA KELLY
Service of Process Clerk

Enclosures

c: Andrew M. Leavitt, Esq.